

IN THE UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF VIRGINIA

Alexandria Division

UNITED STATES OF AMERICA

v.

DALE L. BOETH,

Defendant.

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CRIMINAL NO. 1:04CR498

**ADDENDUM TO THE STATEMENT OF FACTS**

The United States and the defendant, Dale L. Boeth ("Boeth"), agree that this addendum shall be added to Boeth's sworn statement of facts dated December 9, 2003, as new paragraph numbers 26-28, and further agree that had this matter proceeded to trial, the United States would have proven the facts set forth in this addendum to the statement of facts beyond a reasonable doubt:

(26) The intended loss to PurchasePro that Boeth caused or attempted to cause as result of his role in the conspiracy and scheme to defraud exceeds \$1,500,000. In or about March and April 2001, Boeth admits that he assisted in undisclosed side deals related to Garg Data, International ("Garg Data") and Networks Unlimited, AG ("NUAG") for which there was an intended loss to PurchasePro of at least \$1.8 million.


(27) For Garg Data, Boeth knew that Garg Data agreed to buy a \$3.5 million marketplace license only after PurchasePro agreed to pay Garg Data much more in return to induce Garg Data's purchase. Boeth agrees that the government would prove that PurchasePro intended to pay approximately \$4 million in cash up-front, and a total of approximately \$8.5

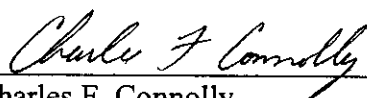
million over time, for software and services from companies related to Garg Data if Garg Data bought a PurchasePro marketplace license for \$3.5 million. Boeth further agrees that the government would prove that PurchasePro agreed to overpay Garg Data for the software and services by at least \$1.3 million.

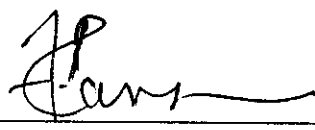
(28) For NUAG, Boeth knew that NUAG agreed to buy a \$3.7 million marketplace license only after PurchasePro agreed to pay much more in return to induce NUAG's purchase. Boeth agrees that the government would prove that PurchasePro executed a letter of intent agreeing to buy approximately \$4.2 million in software from NUAG if NUAG bought a \$3.7 million marketplace license.

Respectfully submitted,

PAUL J. MCNULTY  
UNITED STATES ATTORNEY

By:   
Dana J. Boente  
Assistant United States Attorney

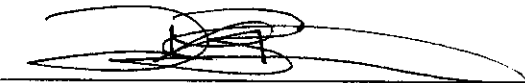
By:   
Charles F. Connolly  
Assistant United States Attorney

By:   
Adam A. Reeves  
Trial Attorney, Criminal Division  
United States Department of Justice

Defendant's Stipulation and Signature

After consulting with my attorney and pursuant to the plea agreement I entered into this day with the United States, I hereby stipulate that the above addendum to the statement of facts is true and accurate. I further stipulate that had the matter proceeded to trial, the United States would have proved the same beyond a reasonable doubt.

Date: January 4, 2005

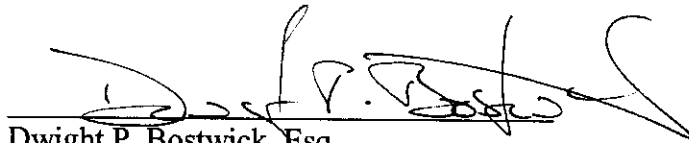


Dale L. Boeth  
Defendant

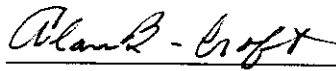
Defense Counsel's Signature

I am the attorney for defendant Dale L. Boeth. I have carefully reviewed the above addendum to the statement of facts with him. To my knowledge, his decision to stipulate to these facts is an informed and voluntary one.

Date: January 4, 2005



Dwight P. Bostwick, Esq.  
Counsel to the Defendant



Alan Croft, Esq.  
Counsel to Defendant